

1 BILL NO. S-86-07-04

2 SPECIAL ORDINANCE NO. S- 116-86

3 AN ORDINANCE approving the Contract
4 for Res. 6046-86 - 1986 Asphalt
5 Resurfacing Program - 2nd Package,
6 by the City of Fort Wayne, Indiana,
7 with S. E. Johnson Companies, Inc.,
8 in connection with the Board of Public
9 Works and Safety.

10 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
11 THE CITY OF FORT WAYNE, INDIANA:

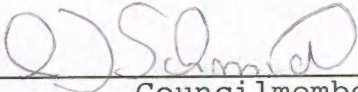
12 SECTION 1. The annexed Contract for Res. 6046-86 - 1986
13 Asphalt Resurfacing Program - 2nd Package, made a part hereof,
14 by the City of Fort Wayne, with S. E. Johnson Companies, Inc., in
15 connection with the Board of Public Works and Safety, is hereby
16 ratified and affirmed and approved in all respects. The work
17 under said Contract requires:

18 the following - to improve by re-
19 surfacing and restoring pavement
20 as designated on the following
21 streets: (1) Putnam Street; (2)
22 Burgess Street; (3) Rosemont Drive;
23 (4) Wayne Street; (5) Second Street;
24 (6) Third Street; (7) Webster Street;
25 (8) Spring Street; (9) High Street;
26 (10) Jefferson Blvd.; (11) Washing-
27 ton Blvd.; (12) Butler Road; (13)
28 Harrison Street;

29 the Contract price if Five Hundred Forty-Five Thousand Five Hun-
30 dred Sixty-One and 40/100 Dollars (\$545,561.40).

31 SECTION 2. Prior Approval was received from Common
32 Council with respect to this Contract, on June 24, 1986. Two (2)
copies of the Contract, attached hereto, are on file with the
City Clerk, and are available for public inspection, according to
law.

SECTION 3. That this Ordinance shall be in full force
and effect from and after its passage and any and all necessary
approval by the Mayor.

31 
Councilmember

32 APPROVED AS TO FORM
AND LEGALITY


Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Schmidt
seconded by Henry, and duly adopted, read the second time
by title and referred to the Committee Public Works (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on _____, the _____ day of _____,
19____, at _____ o'clock _____ M., E.

DATE: 7-8-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry
seconded by Proctor, and duly adopted, placed on its
passage. PASSED (~~ROST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 7-22-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 1-116-86
on the 22nd day of July, 1986,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 23rd day of July, 1986,
at the hour of 11:00 o'clock A. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 23rd day of July,
1986, at the hour of 3:00 o'clock P. M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

STREET RESURFACING: FIRST PACKAGE

TILLMAN ROAD: From the southwest pavement line of Lafayette Street and U.S. 27 and 33 to a point 600 ft. west thereof.

SPEEDWAY DRIVE: From the north property line of Coliseum Blvd. to the south pavement line of Stable Drive.

FULTON STREET: From the north curb line of Jefferson Blvd. to the south curb line of Main Street.

GLENCAIRN DRIVE: From the east curb line of Inwood Drive to the south curb line of Vance Avenue.

HARRISON STREET: From the north curb line of First Street to the south curb line of Putnam Street.

GOSHEN AVENUE: From the northwest curb line of State Blvd. to the east curb line of Sherman Blvd.

CAREW STREET: From the north property line of Charlotte Avenue to the south property line of Kenwood Avenue.

DIVIDEND ROAD: From the east pavement line of Executive Blvd. to the southwest property line of Profit Drive.

INVESTMENT DRIVE: From the north property line of Coliseum Blvd. to a point 2,249 ft. north thereof.

\$448,179.25

STREET RESURFACING: SECOND PACKAGE

<u>PUTNAM STREET:</u>	From the west curb line of Wells Street to the west property line of Meridian Street.
<u>BURGESS STREET:</u>	From the west curb line of Sherman Blvd. to the east curb line of St. Mary's Avenue.
<u>ROSEMONT DRIVE:</u>	From the east curb line of Tyler Avenue to the west curb line of North Highlands Blvd.
<u>WAYNE STREET:</u>	From the west curb line of Harrison Street to the east curb line of Ewing Street.
<u>SECOND STREET:</u>	From the west curb line of Wells Street to the east curb line of Clark Street.
<u>THIRD STREET:</u>	From the west curb line of Runnion Avenue to its western terminus.
<u>WEBSTER STREET:</u>	From the south curb line of Berry Street to the north curb line of Washington Blvd.
<u>SPRING STREET:</u>	From the west curb line of Wells Street to the east curb line of Sherman Blvd.
<u>HIGH STREET:</u>	From the west curb line of Wells Street to the east curb line of Sherman Blvd.
<u>JEFFERSON BLVD.:</u>	From the west curb line of Clinton Street to the east curb line of Harrison Street.
<u>WASHINGTON BLVD.:</u>	From the east property line of Barr Street to the east curb line of Harrison Street.
<u>BUTLER ROAD:</u>	From the south pavement line of Goshen Avenue to the west R/W line of the railroad elevation.
<u>HARRISON STREET:</u>	From the south curb line of Washington Blvd. to the north property line of Williams Street.

\$545,461.40

STREET RESURFACING: THIRD PACKAGE

RUDISILL BLVD.: From a point 100 ft. \pm east of Lafayette Street to the east curb line of Smith Street.

ECKART STREET: From the east curb line of Hanna Street to the east curb line of John Street.

REED STREET: From the south curb line of Capital Avenue to the north curb line of Pettit Avenue.

WEISSER PARK AVE.: From the south curb line of Oxford Street to the north curb line of Rudisill Blvd.

PACKARD AVENUE: From the east curb line of Calhoun Street to the west curb line of Clinton Street.

AVONDALE DRIVE: From the south curb line of Oxford Street to the north curb line of Rudisill Blvd.

HANNA STREET: From the south curb line of Buchanan Street to the north curb line of Rudisill Blvd.

ANTHONY BLVD.: From the south curb line of Rudisill Blvd. as platted east to the north curb line of McKinnie Avenue.

STANDISH DRIVE: From the south pavement line of Pettit Avenue to the north curb line of Paulding Road.

\$479,843.36

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07/18/86

DIVISION OF COMMUNITY DEVELOPMENT AND PLANNING
DEPT. OF SAFE HOUSING AND BUILDING STANDARDS
JULY 18, 1986

	ADDRESS	STRUCTURE	AFFIRMED
2832	ANTHONY	G	01/14/86
2906	ANTHONY	G	01/14/86
1502	ANTHONY S	C	01/14/86
0906	BELLMONT	H	06/10/86
0610	BRACKENRIDGE	H	01/14/86
0302	BRANNING E	G	05/13/86
0310	BRANNING E	G	02/27/86
0529	BUCHANAN	H	05/13/86
1117	CHUTE	H	05/13/86
3405	CLINTON S	H	06/10/86
3626	CONGRESS	HG	03/11/86
2503	CRESCENT	G	05/13/86
0415	DALMAN	H	02/27/86
0462	DALMAN	H	01/14/86
0319	DEWALD E	H	05/13/86
2323	EUCLID	HG	06/10/86
2526	EUCLID	G	06/10/86
3421	EUCLID	HG	02/27/86
3706	FAIRFIELD	G	04/08/86
1217	FLETCHER	H	04/08/86
1124	FRANCIS	H	06/10/86
1160	FRANCIS	HG	06/10/86
1136	GUTHRIE	H	03/25/86
1312	HARMAR	H	03/11/86
1319	HAYDEN	H	06/10/86
2110	LAFAYETTE S	G	05/13/86
2522	LAFAYETTE S	H	06/10/86
0421	LASALLE	H	04/08/86
0526	LASALLE	H	03/25/86
0531	LEWIS E	H	02/17/86
0819	LEWIS E	H	02/27/86
0826	LEWIS E	H	06/10/86
2623	LILLIE	G	06/10/86
2733	LILLIE	HG	02/27/86
2830	LILLIE	G	04/08/86
0426	MADISON	H	03/25/86
0515	MADISON	H	04/08/86
0735	MADISON	H	06/10/86
2730	MANFORD	H	02/27/86
1029	MAUMEE	A	01/14/86
1033	MAUMEE	C	04/08/86
0725	MILTON	G	02/27/86
1215	MONROE S	H	05/13/86
5320	McCLELLAN	HG	02/27/86
3311	McCORMICK	H	01/14/86
2937	OLIVER	HG	05/13/86
0441	PONTIAC E	HG	03/25/86
1103	PONTIAC E	A	06/10/86
1109	PONTIAC E	C	06/10/86
1323	PONTIAC E	HG	05/13/86

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07/18/86

DIVISION OF COMMUNITY DEVELOPMENT AND PLANNING
DEPT. OF SAFE HOUSING AND BUILDING STANDARDS
JULY 18, 1986

ADDRESS		STRUCTURE AFFIRMED	
3430	RODGERS	HG	03/11/86
4410	SPATZ	G	03/25/86
0507	TABER E	HG	05/13/86
0720	WALNUT	G	05/13/86
1326	WASHINGTON E	HG	04/08/86
1508	WAYNE	G	01/14/86
1923	WEBSTER	A	04/08/86
4521	WEISSER PARK	H	05/13/86
0427	WILDWOOD E	H	01/14/86
0133	WILLIAMS E	H	05/13/86
1320	WINTER	H	02/27/86
2529	WINTER	G	06/10/86
2715	WINTER	HG	04/08/86
2717	WINTER	HG	04/08/86

\$150,000.00

BOARD OF PUBLIC WORKS AND SAFETY
INVITATION FOR BIDS/AWARD OF CONTRACT*

Page 1 of _____

(Non-Federally Assisted Construction)

PROJECT: 1986 ASPHALT RESURFACING PROGRAM RESOLUTION # 6046-86
SECOND PACKAGE

CONTENTS

Check if contained	Pages				
X	1	Cover Sheet			
X	II - I9	Instruction to Bidders			
X	S1	Schedule			
X		Schedule of Items (Itemized Proposal)			
X	GP1 - GP7	General Provisions			
X		Special Conditions			
X		Plans and Specifications			
		Drawings			
X		Improvement Resolution			
X		Notice to Bidders			
<u>ATTACHMENTS</u>					
X		Non-Collusion Affidavit			
X		Bidder's Bond			
X		Performance Bond			
X		Sworn Experience Questionnaire			
X		Plan and Equipment Questionnaire			
X		Contractor Financial Statement 96-A			
X		Certificate in Lieu of Financial Statement			
X		Prevailing Wage Scale - State of Indiana			
X		Payment Bond			
X		Warranty Bond			
X		Barricade Information			
X		Certification of Bidder/Vendor on Anti-Apartheid			
Discount for prompt payment		10 Calendar Days	20 Calendar Days	30 Calendar Days	Other
		_____	_____	_____	_____
Acknowledgement of Amendments (See General Provisions Clause)		Amendment No.	Date	Amendment No.	Date

BID SUBMITTED

Contractor S. E. Johnson Companies, Inc.
By Samuel H. Widner
Its Dir. Mgr.
Offer
Date June 11, 1986

Bidder agrees to keep bid open for acceptance for _____ (90 days unless otherwise specified)

Compliance: J. Adams
O.C. 12/84
B.O.W. Non-Fed. *Note: Award will be made on this form

ACCEPTANCE OF BID/AWARD OF CONTRACT

City of Fort Wayne
Board of Public Works and Safety
Samuel H. Widner
J. D. Ponder

City of Fort Wayne
Mayor W. H. Smith

Award
Date 6-18-86

INSTRUCTIONS TO BIDDERS
Board of Public Works and Safety
City of Fort Wayne, Indiana

MAY 23, 1986
Non-Federally Funded Construction

1. Submission of Bids. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock A.M. on the 11th day of JUNE, 1986, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:
1986 ASPHALT RESURFACING PROGRAM SECOND PACKAGE RESOLUTION NO. 6046-86

To improve by resurfacing and restoring pavement as designated on the following streets:

1) Putnam Street 2) Burgess Street 3) Rosemont Drive 4) Wayne Street 5) Second Street
6) Third Street 7) Webster Street 8) Spring Street 9) High Street 10) Jefferson Blvd.
11) Washington Blvd. 12) Butler Road 13) Harrison Street

SEE ATTACHED SPECIFICATIONS FOR DETAILS

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box ☐ beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

- (a) The Contractor's record of integrity.
- (b) The Contractor's experience and past performance record in construction work.
- (c) The Contractor's financial status.
- (d) The Contractor's capability to perform the project.
- (e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.
- (f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.
- (g) The bidders record in MBE/WBE compliance.
- (h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

☐ 8. Prequalification - In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of FIVE percent (5%) of the aggregate amount of the bid, but in no case less than \$100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of ----- percent (--%) of the aggregate bid or proposal, but in no case less than \$100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage, the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement. Each bidder will submit with and as part of its bid the following documents under oath and on forms prescribed by the State Board of Accounts, or shall have the following forms on file with The Board which shall not be less than one year old.

- (a) Experience Questionnaire.
- (b) Plan and Equipment Questionnaire, and
- (c) Contractor's Financial Statement (Form 96-A) or Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

- ☐ (a) Non-Collusion Affidavit
- ☐ (b) Prequalification Statement
- (c)
- (d)
- (e)

12. Brand Name or Equal-Specified Materials. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeree is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____. (cross out inapplicable provision)

- C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Metropolitan, Inc.		Drainage
2.		
3.		

- D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Bunsold Trucking		stockpile
2. Statewide Trucking		Hauling Mix
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor S. E. Johnson Companies, Inc.

Contractor _____

By Samuel H. Warden

By _____

Its Division Manager

Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project. *litw*

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

_____.

2. My Company has taken the following steps in an attempt to comply with the 17½ hourly utilization figure:

(attach additional sheets if necessary)

Contractor S. E. Johnson Companies, Inc.

By

Gaylord H. Widner

Its

Division Manager

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of ___, 19___, commencing at ___ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

17. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

18. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

☐ A. Payment Bond. In the amount of payment to be made under the contract.

☐ B. Warranty Bond. In the amount of the contract warranting the contractor's performance of a period of three years after the date of the City's acceptance.

19. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

20. Method of Contract Award. The contract resulting from this IFB will be awarded:

☐ A. On an all or none basis.

☐ B. As follows: _____

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and Gaylord H. Widner

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder of bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

S. E. Johnson Companies, Inc.

Gaylord H. Widner, Agent

Gaylord H. Widner

Subscribed and sworn to before me by Gaylord H. Widner
this 11 day of June, 19 86.

My Commission Expires:

October 28, 1986

Donna J. Owens
Notary Public
Resident of Allen DONNA J. OWENS
County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19 ____.

My Commission Expires:

Notary Public
Resident of _____ County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19 ____.

My Commission Expires:

Notary Public
Resident of _____ County, IN

Contract No.

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of S.E. Johnson Cos. Inc.
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of S.E. Johnson Cos. Inc.
_____, that he
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 11 day of June, 1986

S.E. Johnson Companies, Inc.
(Name of Bidder/Vendor)

Samuel H. Wilson Div. Mgr.
(Name and Title of Person Signing)
and Agent

TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER'S BOND

Know All Men by These Presents:

That WE, S. E. JOHNSON COMPANIES, INC. as principal

and THE CINCINNATI INSURANCE COMPANY

and _____ as sureties,

are held and firmly bound unto the City of Fort Wayne, Indiana, in the sum of 5% of Maximum Bid- - - - - DOLLARS (\$ - - - - -),

to be paid to the said City of Fort Wayne, Indiana, or its successors or assigns, for the payment of which, well and truly made, we hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

Signed and sealed at Fort Wayne, Indiana, this 11th

day of June, 19 86.

The condition of this obligation is such that if the accompanying bid or proposal of Improvement Resolution for Street or Alley No. 6046-86

Asphalt Resurfacing Second Package

made this day to the City of Fort Wayne, State of Indiana, is accepted, and the contract awarded to the above bidder, and the bidder shall, within ten (10) days after such award is made, enter into a contract with the City of Fort Wayne, State of Indiana, for the work bid upon, and give bond as required; then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

SIGNED at Fort Wayne, Indiana

this 11th day of June, 19 86.

S. E. JOHNSON COMPANIES, INC.

By: Gaylord H. Widner

Principal

THE CINCINNATI INSURANCE COMPANY

* By: Donald R. Rush

Surety Donald R. Rush
Attorney-in-fact

*If signed by an agent appropriate power of attorney shall be attached

Contract No. 6046-86

THE CINCINNATI INSURANCE COMPANY

Cincinnati, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Cincinnati, Ohio, does hereby constitute and appoint

Louis H. Andrews; Donald R. Rush; William G. Niezer; Gerald C. Kramer, Jr.;
Fred L. Tagtmeyer and/or Donald E. Douglass

of Fort Wayne, Indiana its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, in any amount.

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973:

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and Treasurer and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Senior Vice President this 14th day of June, 1984.



STATE OF OHIO) ss:
COUNTY OF HAMILTON)

THE CINCINNATI INSURANCE COMPANY

Daniel T. McCurdy
Senior Vice President

On this 14th day of June, 1984, before me came the above-named Senior Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

Henry G. Berlon

HENRY G. BERLON, Attorney At Law
Notary Public State of Ohio
My commission has no expiration date.
Section 147.03 R. C.

I, the undersigned Secretary and Treasurer of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Cincinnati, Ohio.
this 11th day of June 1986



Robert J. Dushaus
Secretary and Treasurer

Standard Questionnaires and Financial Statement for Bidders

Prescribed by

THE STATE BOARD OF ACCOUNTS OF INDIANA

For use in investigating and determining the qualifications of bidders on public construction when the aggregate cost of any such work or improvement will be Five Thousand Dollars or more.

These statements to be submitted under oath by each bidder with and as a part of his bid, as provided by Chapter 306, page 1248, Acts of 1947

Submitted to _____

S. E. JOHNSON COMPANIES, INC. AND SUBSIDIARIES

By _____ { A Corporation
A Co-partnership
An Individual

Address Box 29A _____

Maumee _____ Ohio 43537 _____

Date submitted _____, 19_____

Filed _____

Sec. 2 of an Act entitled "AN ACT concerning the awarding of contracts for the performance of public work and authorizing the board of accounts to prescribe certain forms to be used in ascertaining the responsibility of contractors who submit bids for the performance of such work, providing for plans and specifications, providing for bids repealing certain laws and declaring an emergency." (Approved March 13, 1947.)

Sec. 2. Whenever the aggregate costs of any work or improvement will be five thousand dollars (\$5,000.00) or more, for the purpose of enabling such board, commission, trustee, officer or agent to ascertain and determine which of the bidders submitting bids for the performance of any such public work is, in the judgment of such board, commission, trustee, officer or agent, the lowest and/or best bidder and to exercise intelligently the discretion hereby conferred on such board, commission, trustee, officer or agent each bidder shall be required to submit under oath with and as a part of his bid a statement of his experience, his proposed plan for performing such work and the equipment which he has available for the performance of such work and a financial statement. The statements hereby required shall be submitted on forms which shall be prescribed by the state board of accounts. The forms so prescribed shall be designated, respectively, as the experience questionnaire, the plan and equipment questionnaire and the contractor's financial statement, and shall be based, so far as applicable, on the standard questionnaires and financial statement for bidders as approved and recommended by the joint conference on construction practices, for use in investigating the qualifications of bidders on public construction work, and the forms so prescribed are hereby prescribed as the forms which shall hereafter be used by all such boards, commissions, trustees, officers and agents in obtaining the information which is required in the administration of this act. If the information submitted by any bidder on the forms herein prescribed is found, on examination, to be unsatisfactory, the bid submitted by such bidder shall not be considered. (Burns Statutes 1933, Sec. 53-109) Sec. 2, Chapter 306, Acts of 1947.

Submitted by S. E. JOHNSON COMPANIES, INC. AND SUBSIDIARIES

- ☒ A Corporation
☐ A Co-partnership
☐ An Individual

Principal Office at Box 29A, Maumee, Ohio 43537

To _____

EXPERIENCE QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a general contractor under your present business name? 56 years
2. How many years experience in General Highway construction work has your organization had: (a) As a general contractor 56 years (b) As a sub-contractor 56 years
3. What projects has your organization completed?

CONTRACT AMT.	CLASS OF WORK	WHEN COMPLETED	NAME AND ADDRESS OF OWNER
446634.67	Resurf Prj34-5	7-31-85	OH Dept. of Transportation 2100 N. West St. Rd., Lima, OH 45801
286817.71	Resurf Prj47-5	7-31-85	OH Dept. of Transportation P. O. Box 381, Sidney, OH 45365
175425.94	Resurfacing	10-30-85	Marathon Oil Corp. 539 S. Main St., Findlay, OH 45840
149675.86	Resurfacing	9-30-85	City of Findlay Municipal Bldg., Findlay, OH 45840

3-A. What projects has your organization now in process of construction?

CONTRACT AMT.	CLASS OF WORK	WHEN TO BE COMPLETED	NAME AND ADDRESS OF OWNER

4. Have you ever failed to complete any work awarded to you? NO If so, where and why?

5. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? NO If so, state name of individual, other organization and reason therefor.

6. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? NO If so, state name of individual, name of owner and reason therefor.

7. In what other lines of business are you financially interested? Stoneco, Inc. - stone quarries, asphalt plants, foundry, concrete plant.

3. For what corporations or individuals have you performed work, and to whom do you refer?.....

The Andersons, P.O.Box 119, Maumee, Ohio 43537 G. Krull
 Meijer, Inc. 2727 Walker Ave. NW, Grand Rapids, MI 49504 K. Glupker
 O.H. Materials 16406 U.S.R. 224E, Findlay, OH 45840 W. Kirk
 Marathon Oil Co., Aviation Dept. - 539 S. Main St., Findlay, OH 45840 J. Neds

3. For what cities have you performed work and to whom do you refer?.....

City of Delaware -1 Sandusky St., Delaware, OH 43015 - R. Harmon
 City of Bowling Green-304 N. Church St., Bowling Green, OH 43402-R. Barber
 City of Findlay, Ohio - Municipal Bldg., Findlay, OH 45840 D. Metzker
 City of Toledo, Ohio - One Government Center, Suite 870, Toledo, OH 43604 W. Shul
 City of Maumee, Ohio - 216 Illinois Ave., Maumee, OH 43537 J. Corey

3. For what counties have you performed work and to whom do you refer?.....

Delaware-50 Channing St., Delaware, OH 43015 F. Stultz
 Union -1255 Columbus St., Marysville, OH 43040 R. Chapman
 Hancock - 1900 Lima Ave., Findlay, OH 45840 R. Morrison
 Lucas - One Government Center, Suite 800, Toledo, OH 43604 G. Wilson
 Wood - 1 Courthouse Square, Bowling Green, OH 43402 A. Allion

1. For what State bureaus or departments have you performed work and to whom do you refer?.....

Ohio Dept. of Transportation - 25 S. Front St., Room 402, Columbus, OH 43215
 W. Paul

2. Have you ever performed any work for the U. S. Government?.....

If so, when and to whom do you refer?.....

Dept. of Army Corp of Engineers - Wright Patterson Area Office
 P.O. Box 3268 Airway Rd., Dayton, OH 45431 - D. Phillip
 Rickenbacker Air Force Base Ohio, 17330 Little Walnut Rd.,
 Circleville, OH 43113 - H. Neff

3. What is the construction experience of the principal individuals of your organization?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
F.T. Kirkby	President	39	Manager	General
D.C. Weber	Secretary	22	Manager/Estimator	Estimator
L.C. Winkleman	Engineer	8	Manager/Engineer	Engineer
C.D. Hahn	Engineer	14	Manager/Engineer	Engineer
Robert Burnside	Estimator	7	Manager/Estimator	Estimator
Ron Karhoff	Superintendent	31	Manager	Job Supt.
G. Widner	Engineer	36	Manager/Engineer	Engineer
John W. Isola	Engineer	16	Manager/Engineer	Engineer

PLAN AND EQUIPMENT QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. In what manner have you inspected this proposed work? Explain in detail.

2. Explain your plan or layout for performing the proposed work.

3. The work, if awarded to you, will have the personal supervision of whom?

- *4. Do you intend to do the hauling on the proposed work with your own forces?
If so, give amount and type of equipment to be used.

- *5. If you intend to sublet the hauling or perform it through an agent, state amount of sub-contract or agent's contract, and if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility.-----

• Items 4, 5, 6 and 7 may not be applicable in all building contracts; if not, omit.

If so, give type of equipment to be used.....

If you intend to sublet the grading or perform it through an agent, state amount of sub-contract or agent's contract, and, if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility.

Do you intend to sublet any other portions of the work?.....If so, state amount of sub-contract, and, if known, the name and address of the sub-contractor, amount, and type of his equipment and financial responsibility.....

From which sub-contractors or agents do you expect to require a bond?.....

What equipment do you own that is available for the proposed work?

[illegible]

11. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	APPROXIMATE COST
	None		

12. How and when will you pay for the equipment to be purchased? 0

13. Do you propose to rent any equipment for this work? No If so, state type, quantity and reasons for renting.

14. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give names of dealers or manufacturers.

Dated at this day of , 19

S. E. JOHNSON COMPANIES, INC.

(Name of Organization)

By

Gaylord H. Widner, Division Manager

(Title of Person Signing)

STATE OF Indiana

COUNTY OF Allen

as:

Gaylord H. Widner

Division Manager

of the above

S. E. Johnson Companies, Inc.

(Name of Organization)

and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this 11 day of June , 1986

My Commission expires October 28, 1986

Donna J. Owens

Notary Public

Contractor's Financial Statement

mitted by S. E. Johnson Companies, Inc. and subsidiaries

☒ A Corporation
☐ A Co-partnership
☐ An Individual

principal office at Box 29A Maumee, Ohio 43537

Condition at close of business December 31 19 85

ASSETS

	Dollars						Cts.
Cash: (a) On hand \$ <u>5560</u> , (b) In bank \$ <u>(187,222)</u> (c) Elsewhere \$ <u>9,500,830</u>	9	3	1	9	1	6	1
Notes receivable (a) Due within 90 days			2	5	7	1	4
(b) Due after 90 days		2	8	9	7	5	2
(c) Past due							
Accounts receivable from completed contracts, exclusive of claims not approved for payment	1	9	2	3	4	5	2
Sums earned on uncompleted contracts as shown by engineer's or architect's estimate							
(a) Amount receivable after deducting retainage		8	6	4	3	9	8
(b) Retainage to date, due upon completion of contracts		1	0	9	4	9	4
Accounts receivable from sources other than construction contracts	1	3	9	1	7	9	5
Deposits for bids or other guarantees: (a) Recoverable within 90 days							
(b) Recoverable after 90 days							
Interest accrued on loans, securities, etc.							
Real estate: (a) Used for business purposes	3	6	3	5	1	0	7
(b) Not used for business purposes	2	6	5	3	2	3	6
Stocks and bonds: (a) Listed—present market value							
(b) Unlisted—present value							
Materials in stock not included in Item 4 (a) For uncompleted contracts (present value)							
(b) Other materials (present value)	2	6	3	4	4	9	2
Equipment, book value	23	0	7	1	1	9	3
Furniture and fixtures, book value	1	1	3	5	8	1	
Other assets		6	5	9	6	7	2
Total assets	46	6	9	1	0	4	7

LIABILITIES

Notes payable: (a) To banks regular	2	3	5	5	6	2	5
(b) To banks for certified checks							
(c) To others for equipment obligations							
(d) To others exclusive of equipment obligations							
Accounts payable: (a) Not past due	3	6	6	7	1	1	3
(b) Past due							
Real estate encumbrances							
Other liabilities	5	4	7	0	4	7	5
Reserves							
Capital stock paid up: (a) Common	3	8	3	3	4	5	0
(b) Common							
(c) Preferred							
(d) Preferred							
Surplus (net worth) Includes additional paid-in-capital	31	3	6	4	3	8	4
Total liabilities	46	6	9	1	0	4	7

CONTINGENT LIABILITIES

Liability on notes receivable, discounted or sold							
Liability on accounts receivable, pledged, assigned or sold							
Liability as bondman							
Liability as guarantor on contracts or on accounts of others							
Other contingent liabilities							
Total contingent liabilities							

DETAILS RELATIVE TO ASSETS

(a) on hand.....	\$ 5,560
Cash (b) deposited in banks named below.....	(187,229)
(c) elsewhere—(state where).....	9,500,830

NAME OF BANK	LOCATION	DEPOSIT IN NAME OF	AMOUNT
- - SEE SCHEDULE - -			

(a) due within 90 days.....	\$ 25,714
Notes receivable (b) due after 90 days.....	289,752
(c) past due.....	

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	DATE OF MATURITY	HOW SECURED	AMOUNT
- - SEE SCHEDULE - -				

Have any of the above been discounted or sold? No If so, state amount, to whom, and reason.....

3 Accounts receivable from completed contracts exclusive of claims not approved for payment.....	\$ 1,923,452
--	--------------

NAME AND ADDRESS OF OWNER	NATURE OF CONTRACT	AMOUNT OF CONTRACT	AMOUNT RECEIVABLE
Proj. 320-5 Hancock SR 15 & 23	Road & bridge const.	3,525,931	322,663
Remainder less than 10% of total			1,600,789
			\$1,923,452

Have any of the above been assigned, sold, or pledged? No If so, state amount, to whom, and reason.....

4 Sums earned on uncompleted contracts, as shown by engineer's or architect's estimate:	\$ 864,398
(a) Amount receivable after deducting retainage.....	109,494
(b) Retainage to date due upon completion of contract.....	

DESIGNATION OF CONTRACT AND NAME AND ADDRESS OF OWNER	AMOUNT OF CONTRACT	AMOUNT EARNED	AMOUNT RECEIVED	RETAINAGE		AMOUNT EX-CLUSIVE OF RETAINAGE
				WHEN DUE	AMOUNT	
Sub/Iberia earthmoving service	209,103	152,466	-0-		-0-	152,466
Proj. 319-5 Hancock IR 75	5,523,135	5,168,371	5,022,237	1986	43,154	146,134
Wood Ctx. Airport Apron/Rn.	196,771	104,425	-0-		-0-	104,425
Overland Express	210,936	119,878	-0-		-0-	119,878
Remainder less than 10% of total					66,340	341,495
					109,494	864,398

Have any of the above been sold, assigned, or pledged? No If so, state amount, to whom, and reason.....

DETAILS RELATIVE TO ASSETS (Continued)

Accounts receivable not from construction contracts.....\$1,391,795

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	WHEN DUE	AMOUNT
All less than 10% of total			1,391,795

That amount, if any, is past due.....\$ -0-

Deposits with bids or otherwise as guarantees.....\$

DEPOSITED WITH: NAME AND ADDRESS	FOR WHAT	WHEN RECOVERABLE	AMOUNT

Interest accrued on loans, securities, etc.....\$

ON WHAT ACCRUED	TO BE PAID WHEN	AMOUNT

Real estate { (a) Used for business purposes.....\$3,635,107
book value { (b) Not used for business purposes.....2,653,236

DESCRIPTION OF PROPERTY	IMPROVEMENTS		TOTAL BOOK VALUE
	NATURE OF IMPROVEMENTS	BOOK VALUE	
1 A) Construction and quarrying properties			3,635,107
2			
3 B) Residence, rental and investment			
4 properties			2,653,236
5			
6			6,288,343
7			

LOCATION	HELD IN WHOSE NAME	ASSESSED VALUE	AMOUNT OF ENCUMBRANCES
1 A) Property in Ohio, Michigan and Indiana	S.E. Johnson & Subsidiaries		-0-
2			
3 B) Property in Ohio and Michigan	S.E. Johnson & Subsidiaries		-0-
4			
5			
6			
7			

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

Stocks and bonds: (a) Listed—present market value..... 3.....
(b) Unlisted—present value.....

	DESCRIPTION	ISSUING COMPANY	LAST INT. OR DIV. PAID		PAR VALUE	PRESENT MARKET VALUE	QUAN- TITY	AMOUNT
			DATE	%				
1								
2								
3								
4								
5								
6								
7								

WHO HAS POSSESSION		IF ANY ARE PLEDGED OR IN EBCROW, STATE FOR WHOM AND REASON	AMOUNT PLEDGED OR IN ESCROW
1			
2			
3			
4			
5			
6			
7			

Materials in stock and not included in Item 4, Assets:

(a) For use on uncompleted contracts (present value)

(b) Other materials (present value).....	2,634,492
--	-----------

DESCRIPTION OF MATERIAL	QUANTITY	PRESENT VALUE	
		FOR UNCOM- PLETED CONTRACTS	OTHER MATERIALS
Stone processing costs incurred for stone on hand at stone quarries	1,730,342 tons		2,437,867
Sand	98,766 tons		98,766
Manufacturing inventories			97,859
			\$2,634,492

11	Equipment at book value.....	23,071,193
----	------------------------------	------------

[illegible]

Are there any liens against the above? No If so, state total amount \$

* If two or more items are lumped above, give the sum of their ages.

DETAILS RELATIVE TO ASSETS (Continued)

2	Furniture and fixtures at book value.....	\$ 113,581
3	Other assets.....	\$ 659,672

DESCRIPTION	AMOUNT
- - SEE SCHEDULE - -	

TOTAL ASSETS : 46,691,047

DETAILS RELATIVE TO LIABILITIES

Notes payable	(a) To banks, regular.....	\$2,355,625
	(b) To banks for certified checks.....	
	(c) To others for equipment obligations.....	
	(d) To others exclusive of equipment obligations.....	

TO WHOM: NAME AND ADDRESS	WHAT SECURITY	WHEN DUE	AMOUNT
Industrial Revenue Bonds payable to Toledo Trust Co., Toledo, Ohio	Real estate - - Scott, Ohio	Monthly; Balance 1995	2,355,625

Accounts payable	(a) Not past due.....	\$3,667,113
	(b) Past due.....	

TO WHOM: NAME AND ADDRESS	FOR WHAT	DATE PAYABLE	AMOUNT
Barry Equipment, Toledo, Ohio	Equipment	Various	885,200
Remainder less than 10% of total			2,781,913
			<u>3,667,113</u>

Real estate encumbrances (See Item 8, Assets).....	\$
--	----

Other liabilities.....	\$5,470,475
------------------------	-------------

DESCRIPTION	AMOUNT
- - SEE SCHEDULE - -	

Reserves.....	\$
---------------	----

INTEREST	INSURANCE	BLDGs. & FIXT.	PLANT DEPR.	TAXES	BAD DEBTS	

Capital stock paid up	(a) Common.....	\$3,833,450
	(b) Preferred.....	

Surplus includes additional paid-in-capital.....	\$31,364,384
--	--------------

TOTAL LIABILITIES : 46,691,047

• If a corporation answer this:

Amount for which incorporated.....

Capital paid in cash..... \$.....

When incorporated..... December 27, 1929.....

In what state..... Ohio.....

Names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the corporation, including its officers, the signatures of whom are legally binding.

J.T. Kirkby, President

K.D. Hahn, Asst. Secretary

J.T. Bearss, Vice President

J.W. Isola, Asst. Secretary

D.C. Weber, Secretary

E.R. Johnston, Asst. Secretary

M.C. Uhl, Treasurer

A.B. Sworden, Asst. Secretary

L.C. Winkleman, Asst. Secretary

Gaylord H. Widner, Agent

L. W. Dailey, Jr., Agent

Do you have necessary "certificate of authority" to transact corporate business in this state, under the terms of Chapter 215, Acts of 1929, and acts amendatory thereto?..... Yes.....

If a co-partnership answer this:

Date of organization.....

State whether co-partnership is general, limited or association.....

Give the names, addresses and proportional interests of all parties:

Name	Address	Share
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....

The name of the partnership firm under which the above partners are operating is.....

Give names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the partnership, the signatures of whom are legally binding.

The undersigned hereby declares that the foregoing is a true statement of the financial condition of the individual, co-partnership or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitter a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

NOTE: A co-partnership must give firm name and signatures of all partners. A corporation must give full corporate name, signature of official and add corporate seal.

Affidavit for Individual

STATE OF _____ }
COUNTY OF _____ } ss:

_____ being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

(Applicant must sign here)

_____ day of _____ 19____

Notary Public

Affidavit for Co-Partnership

STATE OF _____ }
COUNTY OF _____ } ss:

_____ being duly sworn, deposes and says that he is a member of the firm of _____; that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of the said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

(Member of firm must sign here)

_____ day of _____ 19____

Notary Public

Affidavit for Corporation

STATE OF Indiana }
COUNTY OF Allen } ss:

Gaylord H. Widner being duly sworn, deposes and says that he is Div. Mgr. of the S. E. Johnson Companies, Inc., the corporation described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

11 day of June 1986

Donna J. Owens

Notary Public

Gaylord H. Widner
(Officer must sign here)

FINANCIAL STATEMENT FOR BIDDERS

CASH--SCHEDULE 1

S. E. JOHNSON COMPANIES, INC. #34-4272670

December 31, 1985

<u>Bank Name and Address</u>	<u>Deposit in Name of</u>	<u>Amount</u>
A) On hand	Petty Cash	\$ 5,560
B) Deposited in banks named below:		
Toledo Trust Co., Toledo, Ohio	Matco, Inc.	198
Toledo Trust Co., Toledo, Ohio	S. E. Johnson Company	(235,950)
Toledo Trust Co., Toledo, Ohio	OAMCO	1,000
Toledo Trust Co., Toledo, Ohio	F. R. Creager & Sons, Inc.	3,000
Toledo Trust Co., Toledo, Ohio	The Maumee Stone Co.	2,000
Toledo Trust Co., Toledo, Ohio	The Allen County Stone Company	1,000
Anthony Wayne Bank, Fort Wayne, Indiana	The Allen County Stone Company	20,999
Union Bank, Bellevue, Ohio	S. E. Johnson Company	9,213
Banc Ohio, Delaware, Ohio	S. E. Johnson Company	1,475
Van Wert National, Van Wert, Ohio	F. R. Creager & Sons, Inc.	679
Van Wert National, Van Wert, Ohio	The Maumee Stone Co.	1,936
Huntington, Bowling Green, Ohio	The Maumee Stone Co.	2,270
Security Bank of Monroe, Monroe, Michigan	The Michigan Stone Co.	1,556
Peoples, Van Wert, Ohio	The Maumee Stone Co.	3,395
		<u>(187,229)</u>
C) Elsewhere:		
Goldman, Sachs & Co., Detroit, Mich.	S. E. Johnson Company	572,562
Cash		8,928,268
Marketable short-term investments		<u>9,500,830</u>
	TOTAL	<u>\$9,319,161</u>

FINANCIAL STATEMENT FOR BIDDERS

NOTES RECEIVABLE--SCHEDULE 2

S. E. JOHNSON COMPANIES, INC. #34-4272670

December 31, 1985

<u>Receivable From</u>	<u>Date of Note</u>	<u>Date of Maturity</u>	<u>Due Within 90 Days</u>	<u>Due After 90 Days</u>
T. C. Biebesheimer, Oregon, Ohio	3/16/77	8/16/89	\$ 1,441	\$ 21,674
F. Johnson, Maumee, Ohio	7/20/80	On Demand	408	
K. D. Hahn, Findlay, Ohio	8/11/83	On Demand	20,867	
J. Isola	8/27/81	On Demand		81,546 (A)
R. Miller	8/31/85	8/31/87		7,121
Lee A. Wehner	7/1/82	1986	1,393	
John C. Cook	12/1/80	11/1/90	713	102,766
Smiley Tire Co.	1/7/85	1/6/90	<u>892</u>	<u>76,645</u>
		TOTALS	<u>\$25,714</u>	<u>\$289,752</u>

(A) Secured by home--although demand note,
no payments are anticipated in 1986.

FINANCIAL STATEMENT FOR BIDDERS

OTHER ASSETS--SCHEDULE 13

S. E. JOHNSON COMPANIES, INC. #34-4272670

December 31, 1985

<u>Description</u>	<u>Amount</u>
Cash value of life insurance policies	\$274,965
Investment in Hardin Stone Quarry Company	115,360
Escrow deposits	85,250
Refundable state income taxes	46,897
Industrial insurance and other deposits	12,406
Prepaid expenses	8,643
Other	<u>116,151</u>
TOTAL	<u>\$659,672</u>

FINANCIAL STATEMENT FOR BIDDERS

OTHER LIABILITIES--SCHEDULE 4

S. E. JOHNSON COMPANIES, INC. #34-4272670

December 31, 1985

<u>Description</u>	<u>Amount</u>
Deferred income taxes	\$3,464,900
State and local taxes	709,361
Profit-sharing contribution	400,000
Salaries and wages	348,638
Federal income taxes	335,710
Dividends payable	100,000
Payroll taxes and amounts withheld from compensation	95,956
Security deposits	<u>15,910</u>
TOTAL	<u>\$5,470,475</u>

TO THE BIDDER—

The following forms of questionnaires and financial statement are prescribed by the State Board of Accounts in conformity with the statute set out on the preceding page.

These forms, properly filled out and attested, must accompany each bid of five thousand dollars or more on any public work.

The forms are designed to cover all contracts for all kinds of work and the bidder is required to answer such questions as are pertinent to the work upon which he is bidding. The purpose of the questionnaire and financial statement, as set forth in the law, is to enable the awarding body to determine the qualifications of the bidder to carry out successfully the contract if the same is awarded to him.

The bidder will find it to his advantage to answer fully all questions coming within the range of the work upon which he is bidding. Particular attention should be given the "Financial Statement" and the details relative to the assets and liabilities set out. This form is made in extensive detail so that the bidder may explain his assets and liabilities in proper sequence and in a uniform manner.

T. M. HINDMAN,
State Examiner

ITEMIZED PROPOSAL

CONTRACTOR:

PROJ ASPHALT RESURFACING 1986 SECOND PACKAGE

RES. NO: 6046-86

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT (\$)
	11391				
1. ✓	Pavement Removal	7576	SY	7.00	53,037.00
2. ✓	Pavement Cold Planeing See Individual Quantity Sheet	20958	SY	1.00	20,958.00
3. ✓	H.A.C. #9 Binder	3407	TON	26.40	89,944.80
4. ✓	H.A.C. #11 Binder	4357	TON	24.90	108,489.30
5. ✓	H.A.C. A-2 Surface	2647	TON	25.60	67,763.20
6. ✓	H.A.C. "B" Surface	980	TON	24.50	24,010.00
7. ✓	Common Excavation	107	CY	10.00	1070.00
8. ✓	#53 Crushed Stone(Rolled & Compacted)	236	TON	13.00	3068.00
9. ✓	Concrete Removal	218	SY	7.25	1,580.50
10. ✓	6"-2 ft. Concrete Curbface Walk	875	SF	2.20	1,925.00
11. ✓	6"-Corner Wingwalks(Incl.Ramp)	288	SF	2.25	648.00
12. ✓	Remove Old Conc. Light Pole Bases	4	EA	370.00	1480.00
13. ✓	Joint & Crack Sealer	8.7	TON	604.00	5254.80
14. ✓	Curb Removal	100	LF	5.00	500.00
15. ✓	Curb Type III	100	LF	15.00	1500.00
16. ✓	Std. C.B.'s(Complete in Place)	40	EA	1860.00	74,400.00
16A. ✓	P.V.C. Pipe 8"(Complete in Place)	50	LF	18.00	900.00
17. ✓	Std. Inlets (Complete in Place)	2	EA	1200.00	2400.00
18. ✓	M.H.'s Adjust	53	EA	272.00	14,416.00
19. ✓	C.B.'s Adjust & Set to Grade	59	EA	275.00	16,225.00
20. ✓	W.V.'s Adjust & Set to Grade	84	EA	115.00	9,660.00
21. ✓	Fiber Pave-6 lb. per ton of asphal	20424	LB	2.20	44,932.80
22. ✓	50 lb. bags (Prismo Yellow Thermo Plastic)	36	BAGS	39.00	1404.00

TOTAL: \$545,561.40

Sheet 1 of 1

Note: Contractor will be paid on measured quantities only at unit price bid

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

S. E. JOHNSON COMPANIES, INC.

(Name of Contractor)

Constitution Drive, Fort Wayne, Indiana 46804

(Address of Contractor)

a Corporation hereinafter called
(Corporation, Partnership, or Individual)

Principal, and THE CINCINNATI INSURANCE COMPANY

(Name of Surety)

P. O. Box 145496, Cincinnati, Ohio 45214

(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of Five Hundred Forty-Five Thousand Five Hundred Sixty-One & 40/100- dollars (\$ 545,561.40) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the

 day of , 19 , for construction of:

Improvement Resolution for Street or Alley No. 6046-86 asphalt resurfacing

second package

all according to the "General and Detailed Specifications" as supplemented, and "Special Conditions" which together will be referred to as the Standard Specifications; and according to Fort Wayne Street Engineering Department Drawing No. _____ Sheet No. _____. The Indiana State Highway Standard Specifications dated 1985 shall govern where the above specifications do not cover a specific term, and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the three years guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in _____
(number)

counterparts, each one of which shall be deemed an original, this _____ 19th
day of _____ June _____, 19 86 .

ATTEST:

(Principal) Secretary

[SEAL]

Robert W. Bussile
(Witness as to Principal)

(Address)

ATTEST:

(Surety) Secretary

[SEAL]

Bette M. Kerner
Witness as to Surety

P. O. Box 885
(Address)

Fort Wayne, Indiana 46802

S. E. JOHNSON COMPANIES, INC.
(Principal)

BY: Barford A. Widner [S]

Constitution Drive
(Address)

Fort Wayne, Indiana 46804

THE CINCINNATI INSURANCE COMPANY
Surety

By Louis H. Andrews
Attorney-in-Fact, Louis H. Andrews

P. O. Box 885
(Address)

Fort Wayne, Indiana 46802

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

S. E. JOHNSON COMPANIES, INC.

(Name of Contractor)

Constitution Drive, Fort Wayne, Indiana 46804

(Address of Contractor)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and THE CINCINNATI INSURANCE COMPANY

(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of Five Hundred Forty-Five Thousand Five Hundred Sixty-One & 40/100- - - (Dollars (\$ 545,561.40 .)) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____ 19____, for the construction of:

Improvement Resolution for Street or Alley No. 6046-86 asphalt resurfacing

second package

all according to the "General and Detailed Specifications" as supplemented, and "Special Conditions" which together will be referred to as the Standard Specifications; and according to Fort Wayne Street Engineering Department Drawing No. _____ Sheet No. _____. The Indiana State Highway Standard Specifications dated 1985 shall govern where the above specifications do not cover a specific term.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed _____ counterparts,
(number)
each one of which shall be deemed an original, this _____ 19th day of
June, 19 86.

ATTEST:

S. E. JOHNSON COMPANIES, INC.

Principal

(Principal) Secretary

(SEAL)

By Baylord A. Ullidne Agent(s)
Constitution Drive

Fort Wayne, Indiana 46804

(Address)

Robert W. Benning
Witness as to Principal

(Address)

THE CINCINNATI INSURANCE COMPANY

Surety

ATTEST:

By L. H. Andrews
Attorney-in-Fact Louis H. Andrews

(Surety) Secretary

(SEAL)

Bothe McKinney
Witness as to Surety

P. O. Box 885

(Address)

Fort Wayne, Indiana 46801

P. O. Box 885

(Address)

Fort Wayne, Indiana 46801

NOTE: Date of Bond must not be prior to Date of Contract.
If Contractor is Partnership, all partners should execute bond.

THE CINCINNATI INSURANCE COMPANY

Cincinnati, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Cincinnati, Ohio, does hereby constitute and appoint

Louis H. Andrews; Donald R. Rush; William G. Niezer; Gerald C. Kramer, Jr.;
Fred L. Tagtmeyer and/or Donald E. Douglass

of Fort Wayne, Indiana its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, in any amount.

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973:

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and Treasurer and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Senior Vice President this 14th day of June, 1984.



STATE OF OHIO) ss:
COUNTY OF HAMILTON)

THE CINCINNATI INSURANCE COMPANY

Donald E. Douglass
Senior Vice President

On this 14th day of June, 1984, before me came the above-named Senior Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

Henry G. Berlon

HENRY G. BERLON, Attorney At Law
Notary Public State of Ohio
My commission has no expiration date.
Section 147.03 R. C.

I, the undersigned Secretary and Treasurer of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Cincinnati, Ohio,
this 19th day of June 1986



Robert J. Dushaus
Secretary and Treasurer

TITLE OF ORDINANCE Contract for Res. 6046-86 - 1986 Asphalt Resurfacing Program - 2nd pkgDEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety J-86-07-04SYNOPSIS OF ORDINANCE The contract for Res. 6046-86 - 1986 Asphalt Resurfacing Program
2nd package is the the following - to improve by resurfacing and restoring pavementas designated on the following streets 1) Putnam Street 2) Burgess Street3) Rosemont Drive 4) Wayne Street 5) Second Street 6) Third Street7) Webster Street 8) Spring Street 9) High Street 10) Jefferson Blvd.11) Washington Blvd. 12) Butler Road 13) Harrison StreetPRIOR APPROVAL WAS RECEIVED ON JUNE 24, 1986S. E. Johnson Companies, Inc. is the contractor.EFFECT OF PASSAGE Asphalt resurfacing improvement on above streetsEFFECT OF NON-PASSAGEMONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$545,561.40ASSIGNED TO COMMITTEE

BILL NO. S-86-07-04

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS

REFERRED AN (ORDINANCE) (~~XXXXXXXXXX~~ RESOLUTION) approving the Contract

for Res. 6046-86 - 1986 Asphalt Resurfacing Program - 2nd Package

by the City of Fort Wayne, Indiana, with S. E. Johnson Companies,

Inc., in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

(~~RESOLUTION~~)

YES

NO

Thomas C. Henry
THOMAS C. HENRY
CHAIRMAN

Donald J. Schmidt
DONALD J. SCHMIDT
VICE CHAIRMAN

Mark E. GiaQuinta
MARK E. GiaQUINTA

Paul M. Burns
PAUL M. BURNS

Charles B. Redd
CHARLES B. REDD

CONCURRED IN 7-22-86

SANDRA E. KENNEDY
CITY CLERK